



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

The tenant filed an Application for Dispute Resolution on August 22, 2020 seeking an order that the Landlord make emergency repairs to the rental unit. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “*Act*”) on September 11, 2020. In the hearing, I explained the hearing process and provided both parties the opportunity to ask questions.

In the hearing, the landlord's agent confirmed they received the tenant's documentary evidence that they hand-delivered on August 24, 2020. The landlord provided their prepared evidence to the tenants on September 7, 2020. They sent the material evidence via email, then posted a package containing the evidence on the tenants' door, which the tenant confirmed.

Issue(s) to be Decided

Is the landlord obligated by section 32 of the *Act* to make emergency repairs to the rental unit as requested by the tenant?

Background and Evidence

I have reviewed all oral and written evidence before me; however, only the evidence and submissions relevant to this matter are described here.

On their Application, the tenant presented five items requiring repair. Their submissions and responses from the landlord are as follows:

1. sundeck stairs broken: the tenant acknowledged that repairs to the stairs were completed very recently. The stairs were replaced since the time the tenant made their Application; however, a residual effect of this is that the attached gate hits the side of the house. The landlord provided photos that show a new staircase in place leading to the sundeck area.
2. grout for kitchen and bedroom tiles deteriorating: the landlord responded to the tenant's claim to say that they are currently arranging for repairs, with the first stage being a repairperson's visit to make an estimate. Restrictions on visits due to public health measures have hampered this process.
3. heat vent in kitchen constituting a "fire hazard": the tenant stated the landlord had inspected the vent in 2019. They also spoke to the local city office who said they would inspect the problem soon. In response, the landlord stated they spoke to a heating tradesperson who confirmed the issue was not a fire hazard. Further, they verified with the city that no inspection was scheduled.
4. "shower cartridge" needing replacement: The landlord stated that they messaged the tenant to inform them that a plumber would be at the unit within 2 days of the hearing to repair the cartridge. The provided the date and approximate time of the visit. The tenant verified this repair visit information in the hearing.
5. heat vent not working in bedroom: The tenant presented that the bedroom is an "extended" part of the unit, and a previous owner informed them that the reduced heat in the bedroom is long-standing problem. The landlord stated there is no evidence of the problem and no real way to assess until the colder months closer to winter. To this, the tenant stated the landlord in the past instructed them to purchase a portable heater.

Analysis

The *Act* section 32 sets out the landlord obligations for repairs to the rental unit. The "emergency repairs" are defined under section 33 of the *Act*.

As the Arbitrator bound by the provisions of the *Act*, I am only ruling in this hearing on the issue outlined on The Application for Dispute Resolution. This is the tenant's request for emergency repairs.

I am satisfied that a tenancy agreement exists between the parties. Both the landlord and tenant confirmed the terms of the agreement in the hearing. The tenant raised a question about their payment of utilities and whether that is properly included in the rent. This question is outside the scope of this review; the tenant may address that issue up with their landlord in a separate dialogue.

Also, issues surrounding an end of tenancy for cause are separate and distinct from the immediate issue of repairs that is the subject of this hearing.

The tenant's Application was completed on August 22, 2020. The evidence shows the landlord replaced the sundeck stairs after the tenant's application. I find this issue on the tenant's Application was resolved. I dismiss this piece of the tenant's request for emergency repairs.

I accept the landlord's evidence that they are arranging for inspection of the floor tiles in the kitchen and bedroom. The first step is an estimate, which the landlord is attending to. I dismiss this issue from the tenant's request.

I accept the evidence of the landlord that the issue of a heat vent under a kitchen cabinet is not a fire hazard. I find the landlord has made inspection of the issue and consulted with a heating and plumbing tradesperson. With the issue not being an immediate fire hazard, I dismiss this issue from the tenant's request.

For the shower cartridge, the landlord arranged a visit and the tenant is aware. I dismiss this issue from the tenant's request.

Finally, I find the heat vent in the bedroom does not constitute a repair that is "urgent" as per the criteria listed in section 33 of the *Act*. I am satisfied the landlord is aware of the issue, and their agent has pledged to look at the issue more closely in the upcoming cooler temperatures ahead.

I find the single issue meeting the criteria of "urgent" as set out in section 33 was that of the sundeck stairs. These were replaced prior to the hearing. Because of this fact, and my findings that the other issues do not constitute an urgent priority, I dismiss the tenant's request for emergency repairs for health or safety reasons.

As the tenant was not successful in their Application, I find they are not entitled to recover the \$100.00 filing fee.

Conclusion

I dismiss the tenant's application for the landlord to make emergency repairs, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 14, 2020

Residential Tenancy Branch